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- and -

Chris L. Dickerson, Esq.
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333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - -	x	
	:	
In re:	:	Chapter 11
	:	
CIRCUIT CITY STORES, INC.,	:	Case No. 08-35653 (KRH)
<u>et al.</u> ,	:	
	:	
Debtors.	:	Jointly Administered
- - - - -	x	

**STIPULATION, AGREEMENT AND ORDER BY AND AMONG THE DEBTORS
AND CIT COMMUNICATIONS FINANCE CORPORATION REGARDING
REJECTION OF AN UNEXPIRED LEASE OF PERSONAL PROPERTY AND
FOR RELATED RELIEF**

This stipulation and agreement (the "Stipulation") is made this 28th day of April, 2009 by and between the debtors and debtors in possession in the

above-captioned cases (collectively, the "Debtors")¹ and CIT Communications Finance Corporation aka Avaya Financial Services (collectively, the "Lessor"). The Debtors and the Lessor are collectively referred to herein as the "Parties".

WHEREAS, on November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions for chapter 11 relief with the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court").

WHEREAS, pursuant to sections 1107 and 1108 of title 11 of the United States Code (the "Bankruptcy Code"), the Debtors are continuing to manage and operate their businesses as debtors in possession.

WHEREAS, Circuit City Stores, Inc. ("Circuit City"), one of the above captioned Debtors, and the Les-

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courchevel, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

sor are parties to that certain Master Equipment Lease Agreement, including any amendments or modifications thereto and any and all schedules, supplements, addenda or similar attachments thereto (collectively, the "Lease"), pursuant to which Circuit City leased from the Lessor certain telephones and related equipment (the "Leased Phones and Equipment") for use in the Debtors' corporate offices. A copy of the Lease is attached hereto as Exhibit 1.

WHEREAS, in light of the liquidation, the Debtors have or will shortly have no further need for the Leased Phones and Equipment.

WHEREAS, the Debtors and the Lessor have reached an agreement regarding rejection of the Lease and return of the Leased Phones and Equipment.

NOW, THEREFORE, intending to be legally bound hereby, upon order of the Bankruptcy Court as contemplated hereby (the "Order"), the Parties hereto stipulate as follows:

1. The Lease shall be deemed rejected as of April 30, 2009 for the purposes of section 365(d)(5) (the "Rejection Date"). The Debtors and the Lessor reserve all other rights and remedies, if any.

2. Beginning on of April 24, 2009, the Debtors will make available to the Lessor, its designee or a third party purchaser from Lessor for removal all of the Leased Phones and Equipment except for the subset of Leased Phones and Equipment currently being used by the approximately 90 employees remaining with the Debtors (the "In Use Phones and Equipment").

3. Beginning at the close of business on April 28, 2009, the Debtors will make available to the Lessor, its designee or a third party purchaser from Lessor for removal all of the In Use Phones and Equipment.

4. The Debtors will cooperate in good faith with the Lessor, its designee or a third party purchaser from Lessor to enable the Lessor, its designee or a third party purchaser from Lessor to remove all of the Leased Phones and Equipment, including providing the Lessor its designee or a third party purchaser from Lessor with reasonable access to the Debtors' premises during or after normal business hours.

5. Pursuant to paragraph 6 the Order Pursuant to Bankruptcy Code Sections 105 and 502 and Bankruptcy Rules 2002, 3003(c)(3), and 9007 (I) Setting Gen-

eral Bar Date and Procedures for Filing Proofs of Claim;
and (II) Approving Form and Manner of Notice Thereof
(Docket No. 890), the Lessor shall have until sixty days
after the later of (a) the date of entry of the Order
approving this Stipulation or (b) the Rejection Date to
file any proofs of claim for rejection damages arising
from the rejection of the Lease.

6. Upon entry of the Order by the Bankruptcy
Court, this Stipulation shall be binding upon and shall
inure to the benefit of each of the Parties and each of
their respective successors and assigns.

7. The Bankruptcy Court shall retain exclu-
sive jurisdiction to hear and determine all matters re-
lating to or arising from this Stipulation.

8. This Stipulation contains the entire
agreement and understanding between the Parties with re-
spect to the subject matter hereof, and supersedes and
replaces all prior negotiations or proposed agreements,
written or oral.

9. This Stipulation may be executed in coun-
terparts, each of which shall be deemed to be an origi-
nal, but all of which, together will constitute one and
the same agreement. This Stipulation may be executed by

facsimile or electronic signature which shall have the
same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have set their
hands in agreement as of the date written above.

CIRCUIT CITY STORES, INC.

By:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
P.O. Box 636
Wilmington, Delaware 19899-0636 (302) 651-
3000

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
Chris L. Dickerson, Esq.
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

- and -

MCGUIREWOODS LLP

/s/ Douglas M. Foley
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel for the Debtors and Debtors in
Possession

**CIT COMMUNICATIONS FINANCE CORPORATION aka
AVAYA FINANCIAL SERVICES**

By:

/s/ Paul S. Bliley, Jr.
Paul S. Bliley, Jr.
Williams Mullen
A Professional Corporation
Two James Center, 14th Floor
P.O. Box 1320
Richmond, Va. 23218-1320
Phone: 804.783.6448

Counsel for the Lessor

ORDER

Upon consideration of the foregoing, it is
hereby:

ORDERED, that the Stipulation is hereby approved in its entirety; and it is further

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Stipulation and Order.

Dated: Richmond, Virginia
_____, 2009

Jun 15 2009

/s/ Kevin Huennekens

UNITED STATES BANKRUPTCY JUDGE

Entered on Docket: 6/16/09

WE ASK FOR THIS:

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
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- and -

/s/ Douglas M. Foley
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel to the Debtors and
Debtors in Possession

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I
hereby certify that the foregoing proposed order has
been endorsed by or served upon all necessary parties.

/s/ Douglas M. Foley
Douglas M. Foley

EXHIBIT 1

(Lease)

[illegible]

17. **GENERAL:** **INDEMNITY.** Lessor and Indemnify, hold harmless and, if so requested by Lessee, defend Lessor against all claims ("Claims") directly or indirectly arising out of or connected with the Equipment or any Fundamental Agreement. Claims refers to all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions, and suits, whether based on a theory of strict liability of Lessor or otherwise, and includes, but is not limited to, injuries resulting: (a) the selection, manufacture, distribution, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment; (b) any latent defects or oblique causes of any equipment, or (c) any dissemination by Lessor of any equipment, or (d) any action, inaction or negligence, mismanagement, and/or the condition of the Equipment, or other causes of equipment's use.

10. SURRENDER, EXTENSION OF TERM. Unless Lessee purchases the Equipment or renews the Term pursuant to the applicable Schedule, or acquires the Equipment pursuant to Section 13 hereof, Lessee shall, at its expense, deliver, inspect, test and properly pack the Equipment at the expiration of the Term, free of all claims and rights of others, in good order and condition, ready for use by the Equipment, when returned to Lessee, shall be in the same condition as when delivered to Lessee, reasonable wear and tear excepted, and entitled as being eligible for Seller's or the manufacturer's generally available maintenance contract at their prevailing rates, without Lessee's obligation to purchase such contract. Lessee shall be responsible for the cost of the fee (if any) for all costs and expenses Lessee incurs to place the Equipment in such condition. If requested by Lessee, Lessee, at its expense, shall store the Equipment on its premises for a reasonable period, during which period the Equipment shall be subject to all of the terms and conditions of this Agreement, including those relating to maintenance and repair. If the Equipment is returned to Equipment to be used in the same or a different written notice interval in accordance with the terms of the applicable Schedule. If Lessee fails to provide the aforementioned notice or return the Equipment to Lessee in the time and manner provided above, the Term shall be extended in accordance with the applicable Schedule. If the Equipment is returned to Lessee pursuant to a general maintenance agreement, Lessee shall continue to pay the higher of the periodic Rental Payments in effect, prior to the expiration of the then-existing Term of the applicable Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)) or such other payment as may be required by the applicable Schedule, until the expiration of the applicable Schedule, and, if such extension of the Term is required, the applicable Schedule shall apply.

19. **EVENTS OF DEFAULT.** Any of the following shall constitute an Event of Default under this Agreement and all Schedules: (a) Lessee fails to pay any Rental Payment or any other amount payable in Lessee hereunder within 10 days after its due date; or (b) Lessee fails to perform or observe any other representation, warranty, covenant or obligation under this Agreement or any of its Schedules; or (c) Lessee fails to comply with any agreement with Lessor, or in any agreement with any other person that in Lessor's sole opinion is a material agreement, and Lessee fails to cure any such breach within 10 days after notice thereof; or (d) any representation or warranty made by Lessee hereunder, or in any of its Schedules, is untrue or misleading in any material respect; or (e) Lessor makes an assignment for the benefit of creditors, whether voluntary or involuntary, or (f) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law is filed by or against Lessee, or a receiver or liquidator is appointed for Lessee, or the business of Lessee becomes insolvent or fails generally to pay its debts as they become due, the Equitable is moved against, seized or attached, or Lessee seeks to effect a Bill of Sale of Lessee's inventory or assets; or (g) Lessee voluntarily or involuntarily discloses or is required to disclose any material non-compliance with any representation, warranty, covenant or obligation provided to Lessor under this Agreement; or (h) any guarantee under this Agreement is the subject of an event listed in clauses (b) through (g) above; or (i) any letter of credit required pursuant to any Schedule is breached, canceled, terminated or

each other relating to the terms of any such Schedule. Lessor may, at Lessor's discretion, enforce one or more of the following remedies: (a) terminate this Agreement or any or all Schedules; or (b) take possession of, or render unusable, any Equipment whenever (i) Equipment is not returned to Lessor by the due date specified in the applicable Schedule; or (ii) Lessor or its lawful agents or assigns are notified by a third party of any damages or losses by such action; and no such action shall constitute a termination of any Schedule; or (c) require Lessor to deliver the Equipment at a location designated by Lessor; or (d) declare the Lease terminated and require Lessee to pay to Lessor, in addition to the amount due under the terms of the applicable Schedule, the sum of the amount of the Leasehold Dues for the Event (if Default), for each applicable Schedule due and payable as liquidated damages for loss of a Dayman and not as a penalty and in lieu of any further Liquidated Payments under the applicable Schedule; or (e) proceed by court action to enforce the terms of the applicable Schedule; or (f) require Lessee to pay to Lessor, in addition to the amount due under the applicable Schedule, the sum of the amount of the Leasehold Dues for the Event (if Default); or (g) terminate any other agreement that Lessor may have with Lessee; or (h) exercise any other right or remedy available to Lessor at law or in equity. Notwithstanding, Lessor shall pay Lessor all costs and expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Agreement, including any or all of the terms, conditions or provisions of the applicable Schedule. Upon repossession or surrender of any Equipment, Lessor shall lease, sell or otherwise dispose of the Equipment and the proceeds of such sale or disposition shall be applied to the amount due to Lessor hereunder, and upon the sale or disposition of the Equipment, Lessor shall retain the right to sue Lessor for any amount due to Lessor hereunder; provided, however, that Lessor shall remain liable to Lessor for any amount due to Lessor hereunder, and Lessor shall remain liable to Lessor for any amount due with respect to any notice of a sale required by law to be given, to Lessor, notice shall constitute reasonable notice. These remedies are cumulative of any other right or remedy available to Lessor by law or in equity, and no remedy shall be in equity or by statute in lieu of, or in addition to, any of the remedies herein provided.

21. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations hereunder, Lessor may perform this act or make any payment

that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessor from, the obligation to issue, all sums to be paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand.

72. FINANCING OFFERS: If, under any Schedule, Lessee intends to make any addition to the Equipment, Lessee shall in writing, request Lessor to finance the costs of such addition. Lessee shall provide Lessor with the terms under which it hopes to obtain the financing, and upon receiving such a request, Lessor shall determine, in its sole discretion, whether or not it will finance the addition. If Lessor declines to finance the addition, Lessee's request, offer to finance the addition upon the terms requested by Lessee, Lessee may obtain offers from third parties for financing the addition, and Lessee shall notify Lessor of the details of any third party financing offer. Lessee would like to accept (Third Party Offer). If Lessor has not made a financing offer to Lessee on terms substantially similar to the Third Party Offer, and if words of receiving Lessee's request, Lessor may not make a financing offer to Lessee. (a) If Lessor declines to finance the addition from the Third Party Offer is greater than the aggregate cost under Lessor's financing offer; (b) the Third Party Offer would create a security interest in, as a lien on, the Equipment; or (c) the addition is not permitted under Section 11 (d) hereof.

23. **ASSIGNMENT OF LESSOR.** Lessor shall have the unequivocal right to assign, pledge, transfer, mortgage or otherwise convey any of its interests hereunder or in any Schedule or any equipment, in whole or in part, without notice or consent to Lessee. Any Schedule assigned by Lessor shall (a) entitle, otherwise specified by the Lessor and the assignee (Assignee) specified by Lessor, to pay all amounts due under the applicable Schedule to such Assignee, notwithstanding any defense, protest or counterclaim whatsoever that Lessee may have against Lessor or Assignee; (b) not permit the applicable Schedule to be amended or the terms of the applicable Schedule to be changed; (c) not require Lessee to execute any Assignment to perform any obligations of Lessor, other than those specified herein; (d) be assumed in writing by such Assignee; and (d) execute such acknowledgments thereto as may be requested by Lessor. It is further agreed that: (i) each Assignee shall be entitled to all of Lessor's rights, powers and privileges under the applicable Schedule, to the extent that such rights, powers and privileges are not expressly reserved to Lessor under the applicable Schedule, with the same force and effect as the assignment described herein; and (ii) any payments received by the Assignee from Lessee with respect to the assigned portion of the Schedule shall, to the extent thereof, discharge the obligations of Lessor to Lessor with respect to the assigned portion of the Schedule. LESSEE ACKNOWLEDGES THAT ANY ASSIGNMENT OF Lessor SHALL NOT AFFECT LESSEE'S OBLIGATIONS UNDER THE APPLICABLE SCHEDULE.

24. ASSIGNMENT OR SURREASE BY LESSEE. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR ANY SCHEDULE OR ASSIGN ITS RIGHTS IN OR SURREIT THE EQUIPMENT OR ANY INTEREST THEREIN, provided, however, that Lessee may schedule or assign a Schedule to a third party as a Sublease of Lessee if: (a) Lessee and such Sublessee or assignee execute and deliver to Lessor a writing (to be provided by Lessee) whereby the Sublessee or assignee agrees to assume joint and several liability with Lessee for the full and prompt payment, performance and performance when due of all the obligations of the Lessee under such Schedule; and (b) Lessor consents to such Sublease, by assignment, sublease or assignment, or exchange or consents any of Lessee's obligations to Lessor under such Schedule.

25. **SURVIVAL; QUIET ENJOYMENT.** All representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of this Agreement, shall survive such termination and be enforceable by Lessor and any successors and assigns. So long as Lessee or Lessee's successors and assigns are in possession of the Premises, the termination of this Agreement shall not constitute an Event of Default, neither will Lessor nor any Assignee will interfere with Lessee's quiet enjoyment of the Premises.

16. **FILING FEES; FURTHER ASSURANCES; NOTICES.** Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including but not limited to, legal fees and costs) incurred by Lessor in properly or protecting its interests in the Equipment and under this Agreement. Lessor shall promptly execute and deliver to Lessor such documents as Lessor may reasonably request in order to carry out the intent and purpose of this Agreement and to protect the rights and remedies of Lessor created or intended to be created hereunder. All notices under this Agreement shall be sent to the respective party at its address set forth on the front page of this Agreement or on the applicable Schedule, or at such other address as that party may provide to each other in writing from time to time. Any such notices shall be deemed to have been deposited in the United States mail, duly addressed and with first class postage prepaid.

0498 WASHINGTON
THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FOR THE TERM OF TEN (10) YEARS FROM THE DATE HEREOF. THIS AGREEMENT SHALL BE BINDING ON THE PARTIES AND THEIR SUCCESSORS, ASSIGNS, HEIRS, ADMINISTRATORS, EXECUTORS, AND CREDITORS. NO PORTION OF THIS AGREEMENT SHALL BE DEEMED UNENFORCEABLE OR ILLEGAL UNDER ANY APPLICABLE LAW, AND IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE UNENFORCEABLE OR ILLEGAL, SUCH PROVISION SHALL NOT AFFECT THE ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, AT THE CITY OF SEATTLE, STATE OF WASHINGTON, THIS _____ DAY OF _____, 20____.

[Signature]
[Title]

WITNESSES:

[Signature]
[Title]

[Signature]
[Title]

28. **NO WAIVER; LESSOR APPROVAL:** Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute approval or waiver of any other breach of the same or any other provision hereof. Neither this Agreement nor any other Fundamental Agreement shall be binding upon Lessor unless and until executed by Lessor.

29. CAPTIONS; COUNTERPARTS; LESSOR'S AFFILIATES. The captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. Only one counterpart of this Agreement shall be the operative agreement. All counterparts shall be deemed to be identical and shall be deemed to be duplicates. To the extent that any Schedule constitutes a "captioned paper" (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest in such Schedule may be created through the transfer or possession of any counterpart other than the counterpart that is the "captioned paper" of the Schedule. The Schedule shall be binding on the parent, any affiliate or subsidiary thereof, may, as lessor, execute Schedules under this Agreement, in which event the terms and conditions of the applicable Schedule and this Agreement as it relates to the lessor under such Schedule shall be binding upon and shall constitute the entire agreement of the parties to such Schedule, and shall be deemed to be the entire agreement of the parties to such Schedule, and shall be deemed to be the entire agreement of the parties to such Schedule.

30. **CHOICE OF LAW INTEGRATION; ENTIRE AGREEMENT.** EACH LEASE UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW JERSEY (STATE). If any provision of this Agreement or such Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or prohibition of the law of the State of New Jersey to the prohibition of the remaining provisions of this Agreement or such Schedule. Lessor and Lessee consent to the jurisdiction of any local, state or Federal court located within the State, and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. This Agreement and all other Fundamental Agreements executed by both Lessor and Lessee constitute the entire agreement between Lessor and Lessee relating to the subject matter of this Agreement and all other agreements, amendments or modifications thereto, whether written or oral, and may only be amended or modified except in a writing signed by the parties hereto.

CIRCULAR CITY STORES, INC.

By: [Signature] ERIC A. JONES
 LESSON AUTHORIZED SIGNATURE
SENATOR P. J. HUMPHREY RESOURCES
 PRINT NAME & TITLE
9/28/2006

CIT COMMUNICATIONS FINANCE CORPORATION

x [Signature]
 Losses American Signature
David Gibson Sr. Contract Mgr
 Print Name 9/29/06

Duplicate



**Amendment To Master Equipment
Lease Agreement**

LESSEE: CIRCUIT CITY STORES, INC.	LESSOR: CIT COMMUNICATIONS FINANCE CORPORATION
Street Address 9950 Mayland Dr	Address 1 CIT Drive Livingston, NJ 07039
City, State, Zip Richmond, VA 903832	Lease Number X903832

Lessor and Lessee hereby amend, as specified below, the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified above. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. In Section 6, at the end of the first sentence, in the eighth line, insert the following sentence: "Lessor shall send an invoice to Lessee for each Rental Payment 25 days prior to the periodic payment date, provided, however, that in no event shall Lessee's failure to receive any such invoice modify or suspend its obligations to pay Rental Payments."
2. In Section 6, in the eighteenth line, replace "10 days" with "20 days"
3. In Section 9, in the eighteenth line, after "its own expense" insert "(Lessor hereby agrees to reasonably cooperate with Lessee in pursuing such request in Lessor's name as necessary at Lessee's expense)".
4. In Section 9, insert the following sentence at the end of the paragraph: "Lessor also agrees that upon request of the Lessee, Lessor will provide proof of any property tax assessment to Lessee, in the form of the applicable property tax return and county assessment."
5. In Section 15, beginning in the thirty-third line, replace "CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC" with "CONFERRED BY SECTIONS 508 THROUGH 522 OF ARTICLE 2A OF THE UCC (OR SUCCESSOR PROVISIONS THERETO)".
6. In Section 18, in the sixth line, after "by Lessor" insert "; provided, however, that Lessee shall not be required to ship the Equipment to a location outside of a 1,000 mile radius of the applicable Equipment Location unless Lessor agrees to reimburse Lessee for the transportation charges beyond such radius".
7. In Section 18, beginning in the sixteenth line, delete the sentence which states "If requested by Lessor... to make Rental Payments."
8. In Section 19, replace clause (a), which begins in the second line, with the following: "(a) Lessee fails to pay any Rental Payment or any other amount payable to Lessor hereunder when due, and Lessee fails to cure such breach within 30 days after notice thereof."

Page 1 of 2

Duplicate

23	APPROVED AS TO FORM
9/25/06	BY: <i>[Signature]</i>

9. In Section 19, in clause (b) in the seventh line, replace "within 10 days" with "within 30 days".

10. In Section 30, delete the sentence beginning in the seventh line, which states "Lessor and Lessee consent to...in any such court."

Lessor and Lessee hereby make this Amendment an integral part of the Agreement.

CIRCUIT CITY STORES, INC.

CIT COMMUNICATIONS FINANCE
CORPORATION

By: [Signature]
(Lessee Authorized Signature)
Eric A. Jones, Jr.
(Type/Print Name)
SVP, H.R.
(Title)
9/28/2006
(Date)

By: [Signature]
(Lessor Authorized Signature)
David Howson
(Type/Print Name)
Sr. Contracts Mgr.
(Title)
9/29/06
(Date)

Duplicate

23 APPROVED AS TO FORM
9/29/06 BY: [Signature]

SECRETARY'S CERTIFICATE



LESSEE: CIRCUIT CITY STORES, INC.	LESSOR: CIT COMMUNICATIONS FINANCE CORPORATION
Address 9950 Mayland Dr	1 CIT Drive Livingston, NJ 07039
City / State / Zip Richmond, VA 23233	Lease # X903832 ("Agreement")

I, Reginald D. Hedgebeth, DO HEREBY CERTIFY that I am the duly qualified and acting Secretary of the Lessee ("Corporation"), which is a corporation; that the Corporation is duly organized, validly existing and in good standing under the laws of the State of Virginia and qualified to do business in each jurisdiction where the Equipment (as such term is defined in the Agreement specified above) will be located; that I have custody of the charter and bylaws of the Corporation; that based on an examination of the aforementioned charter, bylaws and other relevant records, as of the date set forth below and the date upon which the Agreement and any attendant document is executed, each of the following persons in the respective capacities indicated is fully authorized to execute the Agreement referenced above and other attendant documents on behalf of the Corporation by and between the Corporation and Lessor with full authority to bind the Corporation thereto.

Name	Title	Signature
<u>Eric Jonas</u>	<u>SVP</u>	<u>[Signature]</u>

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation this
28 day of September, 2006

By [Signature]
Signature of Secretary
Reginald D. Hedgebeth
Type/Print Name

(Corporate Seal)

Imaged Certificate of Service Page 17 of 17
CERTIFICATE OF NOTICE

District/off: 0422-7
Case: 08-35653

User: jafarbayj
Form ID: pdforder

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jun 16, 2009

The following entities were noticed by first class mail on Jun 18, 2009.

aty +Gregg M. Galardi, Skadden Arps Slate Meagher, & Flom LLP, One Rodney Sq., PO Box 636,
Wilmington, DE 19899-0636

The following entities were noticed by electronic transmission.

NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 18, 2009

Signature:

